

1887-044 Chancery Causes: Stephen S. Surgenner vs. Adm. of A. R. Surgenner
Lee Co.

Orr, Ely, Lambert, Anderson, Duncar, Hyatt, Miles, Linsay

CA-Debt
T-Property

-Deed

To the Hon. John A. Kelly Judge
of the Circuit Court of Lee
your orator Stephen S. Surgenor,
Humbly complaining would re-
spectfully represent, that heretofore
the late A.R. Surgenor, now deceased
instituted in this Honorable Court a
Cross bill in a pending cause in
this Honorable Court that of A.M. Ely
for &c against Wm W. Sage and others -
The object of said Cross bill was
among other things, to adjust and
settle, the liabilities of the securities
of said Sage late Sheriff and Tax-
Collector of Lee County. In this bill
said A.R. Surgenor was plaintiff and
your orator was defendant, with
many others - various proceedings were
had and reports made, and finally
a decree was on the 27th March
1854 rendered finally disposing of
all matters therein - A copy of
this decree will be found filed
herewith as part hereof - By an
inspection of which it will be
seen that said A.R. Surgenor
recovered against your orator the
sum of \$558.92, and legal interest
thereon from the 14th day of June 1851

The basis of this recovery will be fully seen by an inspection of the records of said Cause where it will be seen your orator with whole matter is only credited with \$150. On this recovery no execution ever issued, during the lifetime of A.R. Surgenor because he knew how the facts were. He said A.R. Surgenor was a brother of your orator, with whom he, stood in the most friendly relation, and indeed confided to him all his business relations. In this special matter of the Security ship of the said Sage, his brother had and acted as chief manager for several of the securities, his advice was taken & followed and his management, submitted to, by them, and especially so was that the case with your orator.

Your orator did not employ Counsel in the case but aided the plaintiff in the payment of his, and by an agreement with said plaintiff, your orator was not to interfere with said Cause but from its commencement he paid, direct sums of money all of which were to be credited on

your orators part of the Sage
matter, and when so credited it
will be seen he has paid
considerable over the amount owed
against him and had so paid be-
fore its rendition - He paid \$300
on or about, Nov. 1881, for this he did
not even take a receipt but he is
abundantly able to prove it and its pur-
pose. This was soon after the institution
of the Crop bill - Before this, 30th, June 1881
he paid to ~~Mr~~ A. R. Surgenor, on what was
known, as the Dickinson Judgement, a
part of said securities liability, the
sum of \$187. 00 and for this holds a
receipt - Said A. R. Surgenor, sold
a parcel of land jointly owned by
your orator, S. H. Levaay and himself
and this sale money was to go upon your
orators part, of the Sage matter, and
this sum amounted to about, \$100. in 1881
He paid a draft of \$75; the date not
now remembered, which was also to go
upon, the Sage matter, - There is still
due the Auditor a note, executed by
A. R. Surgenor, S. R. Anderson and your
orator, which by a statement of the
Auditor, amounts to nearly \$100. which is
the balance of the Sage matters, and this

does not however constitute any part
of said decree, such was the confi-
dence and liberty with which the
said plff conducted himself that he
often collected sums due your orator
without any order in this very case
he collected \$10.00 from the Sheriff
of which no account has ever been
taken - nor did your orator require
receipts he confided in his broker who
if he had lived would doubtless
have settled these matters amicably.

And your orator will be able to
prove with clearness & distinctness that
said S.R. Surgermer, requested your
orator not to interfere with said
settlement & decree, and that all pay-
ments made should go upon your
orators part, when finally they
should account together - and he
will prove equally clearly
that said S.R. Surgermer admitted
long after its rendition that it was
paid and over paid. Your orator
therefore alleges that this decree is
not due from him but has been
fully paid and discharged,
Your orator is advised that the

said A.R. Surgermer, acted in the nature of a trustee, to specially guard the interest of your orator, and give him in said settlement a full credit for all sums paid him but if he failed under the arrangement & Confidence reposed, a Court of equity will now enforce said trust and give the proper credits as above detailed

Your orator can not say that the sum named in said decree is the proper amount due from him he does not believe to be, the true amount he should have paid - and at the date of its rendition he should not had to pay any of it.

Since the death of the said A.R. Surgermer, one James W. Orr, has qualified, as administrator of said estate, and has now cut a scire facis on said decree - ~~and~~ now seeks to collect the same, - The object of ~~this bill~~ ^{is to} enjoin said, Orr from the collection of said decree, and to have the amt entrusted to said A.R. Surgermer applied as credits as agreed & specially provided for - And on a hearing the same be so credited and perpetually enjoined - To effect which he prays

That James W. Orr administrator of
of the estate of A. R. Surgenor deceased
the made a party defendant to this
bill and answer its allegations upon
oath and upon a hearing a de-
cree be rendered perpetually enjoining
the said Orr from the collection of
said decree on any part thereof
And for all other further and
general relief May supersede

A. L. Pendleton
P. L.

Offs Costs Recd

6 9.05-

Agst Recd 8.00

Col 1.25-

15-00

\$33.30

Net 3.00

\$36.30

J. S. Surgermer

vs Bill Chy

James W. Orr admo

1886 March Term
order granting inf
partes answer
and cause placed
on docket.

" Aug & Nov Court

1887 Mr. Deere & Court

" Jan - 17 vacation

Deere final

Left 6 20c

Recd. of S S Surgeon One hundred
and eighty seven dollars. on the Sog-
Shiffatty matter. being money furnished
me by him to pay an execution of
Commonwealth for W B Duckman
says it also. This 30th June 1882 -

A. R. Surgeon

To the Honorable John A. Kelly Judge
of the Circuit Court of Lee County in Kansas.

The demurer and answer of James
Mc, orr administrator of the estate of
A. R. Surgenor deceased to a bill of
injunction exhibited against him
in this Honorable Court by one S. S.
Surgenor, to inhibit your respondent
from enforcing the collection of the
amount of a certain decree rendered
against the Complainant here, in
favor of respondent, deceased.

Respondent demurs to each and
every allegation of Complainant's
bill, and especially to the allegations
of payments, and items of payments
pretended to have been made during
the pendency of the suit in Com-
plainant's bill referred to and before
the rendition of the decree in that case,
because the said Complainant was
a party thereto, called upon by a Court
of equity, in all good conscience, to make
known any and all matters of defense
which he might then have, and which
no doubt he did, and when that cause
was decided, the decree rendered, it be-
came res adjudicata and cannot
now be opened in this collateral

way. For answer, Respondent
says, that he has no personal
knowledge of the transactions had
and done, by and between the Com-
plainant and his decedent, but
is inclined to the opinion that all
and singular the evidences of debt
existing between them as due his
interest are justly due and owing,
and that the agreements, understandings,
relationship, Confidences, admissions
and payments set up in Complainant's
bill are only pretences, conjured
up to delay and hinder Respondent
in the collection of the said debt.

Respondent denies each allegation
of Complainant's bill in regard to
the payments claimed, and demands
full, complete and satisfactory
proof of the same, and on a
hearing the injunction heretofore
granted, restraining Respondent
from collecting the said debt, be
dissolved, and Complainant's
bill dismissed with all proper
costs to Respondent, in this behalf
so unjustly expended.

J. B. Richmond
for Answer.

Virginia

Lee County to wit.

This day James M. Orr personally appeared before me and made oath that the facts stated in the foregoing answer, so far as they depend on his own knowledge are true, and that so far as they depend upon information derived from others he believed them to be true, given under my hand this 1st day of July 1886.

J. A. Hyatt cc

R

James W. Orr adm. fe.

ad. 3 Answer

S. S. Surgeon

Filed at July Rules 1886.

J. A. G. Hyatt cc.

Virginia

Lee County Circuit Court in Vacation
S. J. Surgenor

25

} July.

James W. Orr adw^r &c }

This cause came on this 17th day
of June 1887 in vacation to be heard in presence
of a decree entered ^{by agreement} ~~therein~~ at the March term
of said court for the year 1887. upon the bill
answers, depositions of witnesses & argument
of counsel. And it appearing proper it is
adjudged ordered & decreed that the injunction
heretofore awarded in this case be dissolved
as to \$223.³⁷/₁₀₀ part of the judgment complained
of with interest ^{from the date} as to said judgment is
allowed ^{until paid} but without damages and it
is further adjudged ordered and
decreed that said injunction be made
perpetual as to \$435.³⁵/₁₀₀ the residue of
said judgment ^{& its interest} and ^{said} after the Orr adw^r &c
all other persons ^{perpetually} ^{injunction} be ^{injunction} prohibited from
collecting or attempting to collect the said
last mentioned sum of \$435.³⁵/₁₀₀ by the plaintiff or
the plaintiff will recover his
costs and this cause is stricken
from the docket. H. K. Morrison
Enter this

S. S. Sargent
as 3 Decal
J W Broadhurst

June 17th 1887

Entered 39.
J. A. Hyatt

17

S. S. Surgenor
vs.

James W. Orr administrator } Decree.

This cause came on to be heard on the bill, the answer of James W. Orr administrator of the estate of A. R. Surgenor deceased. The depositions of witnesses and was argued by counsel. And by agreement of counsel for both parties, this is made a vacation case, The Judge to render his decree in vacation, with leave to both parties to file additional briefs, within 60 days.

S. S. Surgeon

72 } Decree

James W. Orr admr

Entered page 32

Enter this
H. S. W. M.

april 1877

S. S. Surzinner - - - Off
again

} In chy.

James W. Orr adm^r. Left

On the motion of the plff on his bill, this day presented in open Court, an injunction is awarded him, restraining the defendant, from proceeding to collect the decree, in the bill mentioned or any part thereof until the future order of this Court. But the plff shall not be entitled to the benefits of this injunction until he executes before the ~~Court~~ Clerk of this Court, with ample security in a penalty of \$1500 Conditioned to abide the future orders of this Court, to be rendered in said Cause.

S. S. Lurgemer

v³ Order for judgment

James W. Orrach

March 7. 1886

Entered Page 510

J. R. Gibson & Co.

Enter this

March 29 1886

J. A. K.

Compromise between myself
and G. S. Lawson about a horse
for which I had sued him
& others, after talking that
matter over, I reminded
Mr. Surgenner that I
stood security for him
S. S. Surgenner and A. R.
Anderson to the Auditor
of Public Accounts for the
sum of about \$1200.^{including interest} and
that I had been noticed on
the same, this was a matter
growing out of their compro-
mise with the Auditor as
a part of the securities of W. W.
Sage late Sheriff of Lee Co.

A. R. Surgenner said that
that matter was about
settled and I then inquired
how S. S. Surgenner & Anderson
had got along with their
part, to which the said A. R.
Surgenner responded, "S. S.
Surgenner has paid or more
than paid his part," he further
requested me at the same time, to
see Stone and get him to sell

a lot of cattle he Steve, then had and loan him A. R. Surgen the money as he was in a hard place and needed money.

The first time thereafter that I saw said S. S. Surgen I did call his attention to the request made by A. R. Surgen in regard to the Cattle,

I never saw said A. R. Surgen after this time. at the time of the above conversation I lived in Scott County, and was in Lee County closing up my business.

+ Examined by Deft.

Question by same. - Please state in what manner you became security for the Messrs Surgen & A. R. Anderson to the Auditor?

Ans. I went their security in a note, taken by R. A. Byers for the Auditor on a compromise of Judgments thereto fore existing.

Q. by same. Was not your enquiry with Mr Surgen in relation to this matter alone, and did he not reply that Steve & Aaron were all right for their part of said note?

Ans. It was not with regard to him alone, but with reference to the

entire Sage matter, I was particularly anxious to know about how Steve stood in the matter.

Q. by same. Was the matter or note you speak of been paid to the Auditor?

Ans. I do not know, I have not given it any attention since I talked with A. R. Surgenen about it.

Q. by same. Was not the note to the Auditor all the interest you had in the Sage matter?

Ans. It was all that I know of,

Q. by same. Then how did it happen you made any further enquiry?

Ans. I was only anxious to learn how A. R. Surgenen & S. S. Surgenen & A. R. Anderson were getting along with the Sage matters.

Q. by same. Did A. R. Surgenen tell you in that conversation that S. S. Surgenen had paid him the amount of a decree, ^{if the Co. circuit Court} in his favor against said S. S. Surgenen for \$658.92?

Ans. I don't remember that he spoke of that or any other debt, or any particular one.

Re Examined.

were your relations with said

Answer. Surgenus, friendly & familiar
It was and has been ever since
the War, and for the most of
the time I have lived near
them.

And further this witness saith not.

Thos Mepherson

Thomas J. Ely an other witness
of lawful age being duly sworn
deposes and says.

Question by Diff.

If you ever had any con-
versation with the late A. R.
Surgenus about his business
affairs with his brother S. S.
Surgenus, and especially about
the Sage matter, please state
all that he said & when & where
it was?

Answer. I remember to have had one conver-
sation with him about the Sage
Matters in Connection with
his brother Steve, some time
during the year 1883, ^{or 4} while I kept
Hotel in Jonesville, Mr. A. R. Surgenus
and S. S. Surgenus & S. H. Levaug & others
came into town, I believe S. S.
Surgenus & A. R. Surgenus both
put up at my house

The Conversation came up, about the Sage matters. Steve Surgenor & S. H. Levaey, seemed to be dissatisfied about something in connection with the Sage matter. Levaey more so than Surgenor.

A. R. Surgenor requested me to go and talk to his brother Steve, and quiet him about the matter, saying that Steve was not the man he wanted to get after, it was Levaey, Dr. Miller, A. M. Ely & others and that Steve had paid his part or more than his part of said Sage matter, Examin'd by Deft.

Question by same. - Mr. Ely, might not Mr. Surgenor ^{have} been speaking about some particular claim that was being pressed against Sage's securities and on which Steve had paid his part?

Ans. My understanding was that it was the settlement of the whole matter, my relations with A. R. Surgenor was always friendly.

50¢ Claim And further this deponent saith not.
Ticket

Thomas J. Ely

Wm. Lambert and other witnesses of lawful age being duly sworn deposes and says.

Question. Did or not you ever hear A. R. Surgenor, say anything about, his and S. S. Surgenor's business in relation to the Sage matter.

Ans. I have heard A. R. Surgenor say more than once, to Stephen Surgenor and out of Steven Surgenor's presence that on a full and fair settlement Steve had paid or more than paid his part ^{of the Sage matter}, but that they had not made any settlement between themselves. I know of Steve Surgenor loaning money to A. R. Surgenor at one time & went after 100\$ for said A. R. Surgenor which he got of Steve Surgenor.

+ Examined by Deft.
Question by Deft. - When did ~~Steve~~ A. R. Surgenor borrow any money from Stephen S. Surgenor?

Ans. Some 8 or 10 years ago.

Q. by same. - You say A. R. Surgenor said Steve had paid his part, His part of what debt or claim was it?

Ans, I heard Abe and Steve talk about the Sage matter, in which it was agreed that Steve had paid his part of said Sage matter. I understood that it was concerning their being in as Sages security as Sheriff.

I by Same. Do you remember whether or not they were speaking of some particular claim that had come against Sages securities?

Ans, I did not understand or remember that it was any particular claim, or of the matter generally. The conversations here stated some of them took place not longer than one year before said A. R. Surgenen died. And further this witness saith not

50^c Claims Ticket

William ^{his} Lambert
Marsh

The further taking of depositions in this cause is adjourned until Friday the 5th Nov. 1886.

J. A. S. Hyatt Coun.

Met pursuant to adjournment on Friday Nov. 5th 1886.

J. A. S. Hyatt Coun.

A. R. Anderson a witness
of lawful age being duly
sworn deposes and says.

Question by Plff.

Was you present, at the Circuit
Court, March 1884, when Mr. S. S.
Surgenner, and the late A. R. Sur-
genner, had a conversation about the
decrees, then about to be rendered in
the case involving a settlement of
yourself, said Surgenner and others
as the securities of W. W. Sage late
sheriff of Lee County? If so
please state all said A. R. Surgenner
then said in relation to the dealing
about said securities, between
himself & said S. S. Surgenner?

Ans: I was present and heard a
Conversation between said Surgenner
in relation to said settlement
at the time mentioned,

Myself and S. S. Surgenner expres-
sed ourselves as being dissatisfied
with said settlement, when the said
A. R. Surgenner requested us
to let it go on and be confirmed
as there would be no trouble
for myself and S. S. Surgenner to
settle with him the said A. R. Surgenner

as the matters between them were well understood, and to let the decree go on, that it would not affect ^{mine + S.S. Surgenor} us, as our party were about paid, or words to that effect, and the said A.R. Surgenor afterwards gave me all proper credits and the matters between him and me have been settled.

Question 2. Did or not said A. R. Surgenor, act as principal in the institution conduct, and management of the said Sage matters and did he not specially overlook his & Steven Surgenor's part.

Ans He did manage the entire matters of said Sage, employing Council, instituting suits & at the time spoken of above.

Question 3. Please state if ^{you} know who paid a certain bank debt; owing by yourself A. S. Surgenor & A. R. Surgenor, and what was said debt created for; and what was its amount.

Ans Myself and S. S. Surgenor or at least A. R. Surgenor & S. S. Surgenor so agreed, myself paying one half

and S. S. Surgenor the other half
said debt was the sum of
\$6000.00 and was paid on a debt
due from Sage securities to
Wm Dickenson.

Question 4. Do you know of S. S. Surgenor
paying any other sum in said Wm
Dickenson case, if so what amt
was paid?

Ans, I do know that said S. S. Surgenor
paid at an other time on said
Dickenson debt the sum of about
60 or 70¢ which was about
the time the case went to the
Court of appeals, he made
said payment to A. R. Surgenor
I also saw the said S. S. Surgenor
pay to T. J. Ely Deputy Sheriff 50¢
or more on said Sage matters
at an other time.

Upon Cross examination the
witness states -

At the time first herein referred
to I think S. S. Surgenor A. R.
Surgenor and myself understood
about the result of the Court settlement
on which said decree was based
and said A. R. Surgenor object

in desiring us to let the decree go, seemed to be to enable him to get after other parties as security in said Sage matters.

I did not see S. S. Surgenor pay his half the Bank debt, but A. R. Surgenor in my presence admitted that S. S. Surgenor had paid said half of said debt, and this half & the other sum referred to in my deposition were all paid by S. S. Surgenor before the account was taken on the decree rendered.

Question by Plff. Re-Examined by plff.

Please state what agreement if any was made with A. R. Surgenor, in reference to certain lands sold by him in which you & S. S. Surgenor acted as a part - what was the amt of said sale?

Ans

I don't remember any thing definitely about this matter.

Question 7. At the time of the first conversation mentioned by you, did or not A. R. Surgenor, agree that

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all sums paid by you &
S. S. Surgenor before that
time should be credited, to him
and you on settlement.

Ans It was the understanding that
we was to have all just
Credits in a future settlement
for all sums theretofore paid
by us.

And further this witness saith not.

A. R. Anderson

C. J. Duncan an other, witness
of lawful age deposes and says.
Question by the plff.

Please state all you may know
about, the Bank debt of \$600-
who paid it what on, and to whom
and all you may know about
A. R. Surgenor, & S. S. Surgenor
agreeing to settle their matters
and payments on the Sage Security
matter independent of the Decree
of March 27 1884?

Ans As attorney, I had the management
of an execution in favor of the Com-
monwealth for the benefit of W. B.
Dressen against W. W. Sage late
Sheriff of Lincoln County, Va and A. R.
Surgenor S. S. Surgenor A. R. Anderson

and others sureties of the said Sage
in his official bond as said Sheriff.
I was pressing them for the money
and as I saw A.R. Surgen of times
that any of the other parties I talked
to him mostly about it, shortly
before June 30th 1881. I saw A.R. Sur-
gen, and he told me that A.R. Ander-
son and S. Surgen had made a note
in bank for \$600, on which they would
shortly get the money and pay it to me
but in this as they informed me they
failed, but immediately thereafter the
said A.R. Surgen made a note to
M.D. Richmond for \$600 which was
negotiated in the Bristol Bank, and
shortly thereafter to wit on the 30th day
of June 1881. A.R. Surgen paid me an
said debt \$507.83 for which I gave
him a receipt. I understood ^{from A.R. Surgen} that
said \$507.83 came out of the money
got from said Bank on said note
and afterwards I understood from
A.R. Surgen from A.R. Anderson and
S. Surgen that said Bank debt was
paid by the said Anderson and
S. Surgen, and while the account
was being taken in the Sage Surgen

in case in which the judgment in
this case was rendered Mr A.R. Sur-
ger told me that the credit of \$50783
paid to me on the Dickinson judgment
and for which I executed said receipt
was paid by the said Anderson
and S.S. Surger, and I advised
them to settle the matter and let
each have credit for the amount ac-
tually paid by him. I think Anderson
took my advice but the two Surgers
said it was not necessary, to
just let it all be credited to said
A.R. Surger, and they would
settle the matter between them. A.R.
Surger has after told me that
S.S. Surger was to have the benefit
of one half of said \$50783 and
A.R. Anderson the balance. I do
not know who got or what was
done with the balance of said
\$600 got from the Bristol bonds,
but I have always had the impression
& I got it from said A.R. Surger
that he used the balance of said
money. I have often heard said A.R.
Surger, & S.S. Surger, say that they
would make all these matters right
between them independent of said

decree and the said A.R. Surgenor has of late said to me that S.S. Surgenor had made other payments on the Sage matters that would constitute matters of settlement between them but I do not know, that I ever heard him mention any particular sums paid or the debt paid on.

And further this deponent saith not.

C. T. Dunsen.

John A. F. Hyatt an atty at law
after being duly sworn deposes
and says:

Instructed by Plff

Please state any directions that
A.R. Surgenor in his lifetime may
have given you as clerk of the
Circuit Court, in reference, to the
issuance of a fi fa on the decree
of March 27th 1884 against S. S. Sur-
genor,

Answer, At the time that A.R. Surgenor
was giving me directions about
issuing fi fas on the decrees
rendered in his favor in Sage
Matters against various persons.

He directed me not to issue
any fi fa in his favor against
S. S. Surgenor, - Stating that

He and Steve would adjust or settle the matters between themselves, and used words which made an impression on my mind that the matter was partly if not settled between them..

And further this witness saith not.

J. A. Hyatt

The foregoing deposition of John A. Hyatt was taken sworn to, and subscribed before me on the 5th day of November 1886. for the purposes mentioned in the caption, given under my hand this the 5th day of November 1886.

C. T. Duncan.

The further taking of depositions in this cause is continued until Friday 12th 1886.

J. A. Hyatt Coun. &c

Met pursuant to adjournment and no witness appearing the further taking of deposition in this cause is continued until Thursday the 18th Nov. 1886.

J. A. Hyatt Coun.

Met pursuant to adjournment
on the 18th Novr. 1886.

J. A. Hyatt Cur
Present plaintiff and his atty
Defendant not present.

Frances Miles a witness of
lawful age being duly sworn
deposes and says.

question 1st Plaintiff

Did you or not ever have any con-
versation with the late A. R. Surgen
about the state of his business with
his brother S. S. Surgen, in re-
gard to the Sage matters, and if so
^{and what that conversation was}
when, and did you understand it
to go the whole on entire Sage
matter?

Ans

I had several Conversations with
the said A. R. Surgen in referen-
ce to said matters, I had as S. S.,
executions against said parties
in my hands for collection relating
to said matters during the years
of 1879-80-81, 82 & 83, and frequent-
ly talked with A. R. Surgen about
the matters, and since that time
to within a year of the death of
said A. R. Surgen, I have

Converse with him about said matters. He invariably directed me not to trouble Steve with the collection of any part of the Judgments, stating that he, ^{Stephen Surgenor} had paid his part already of the said Sage matters or more than his part, I understood this to embrace all the Sage matters between them.

Mr. A. R. Surgenor and myself was always very intimate and after my services as D. S. ended in July 1883. I frequently had conversation with said A. R. Surgenor about the manner in which said business was wound up, and I always understood from him that Stephen Surgenor had settled all that was against him in said Sage matters, and ^{he A. R. Surgenor} complimented me on the manner in which I had treated & favored him & his brother Steve in winding up said Sage matters.

Question 2nd By same.

Sidgman was have a conversation with said A. R. Surgenor in regard to a

sale of a tract of land jointly owned
and purchased by said A.R. Surgenor,
^{and known as the Bear Hollow tract.}
S.S. Surgenor and S.H. Livesay, if so
when, what was it, and ~~what~~ did
he say S.S. Surgenor had paid his
^{of the purchase price}
pro rata part of said tract of
land, and what was to be done
with ^{the} money for which said land
sold.

Ans. I did have a conversation with said
A.R. Surgenor about the said land
transaction, I understood that Mr.
Steve Surgenor & S.H. Livesay had
paid their part of the purchase
price of said land, which was
sold at a profit of 23\$. The
purchase price being 302\$ and
I understood from A.R. Surgenor
that said land had been
sold by him for 325\$, and
that Stephen Surgenor's one third
part thereof was to be placed as
a credit to him, on the Sage
matter.

And further this witness saith not.

Francis Mills

S.H. Livesay an other witness
being duly sworn deposes & says

Question 1st by Plaintiff

Here you, S.S. Surgen and A.R. Surgen the purchasers jointly of a tract of land known as the Bear Hollow tract at a judicial sale, if so when was the purchase made, and what was the purchase price thereof, and what became of said land ~~and~~ all else you know in regard to said tract of land.

Ans

S. S. Surgen and A. R. Surgen and myself were the purchasers of the said Bear Hollow tract of land, at a Judicial sale, the purchase was made about, as I remember now, in the year 1878 or 9, the purchase price was \$302.00 and we were equal partners in said land. A. R. Surgen afterwards sold said tract of land at the price of 320^{as he informed me}, and agreed with me that he would give me and S. S. Surgen Credit on our Sage liabilities, ^{for our parts thereof} I understood that for our interest in this land we was to each have a credit of $\frac{1}{2}$ of the amount of sales, we each having paid an equal $\frac{1}{2}$ into the said land, in a final settlement of said Sage matters between us three.

Question 2nd by same.

Do you know of any payments made by S. S. Surgenor to A. R. Surgenor, to be credited upon a ~~final~~ ^{between} settlement ~~with~~ said Surgenor in the ~~final settlement of the~~ ^{in the} Sage matter, if so what were those sums &c.

Answer I do remember that S. S. Surgenor paid to A. R. Surgenor a side draft amounting to 75 \$ which A. R. Surgenor paid into said Sage matter, and was to give said Stephen Surgenor credit therefor upon said matter.

500
Claim

And further this witness saith not.

J. H. Lacey

The foregoing deposition was taken Subscribed and sworn to before me at the times and places mentioned in the Caption. Given under my hand this 18th November 1886.

J. A. S. Hyatt

S. S. Surgenor

no $\frac{4}{3}$ Depo.

James W. Williamson &c

Filed Nov. 18th 1886.

J. A. Hyatt &c.

Court fee \$8.00
Witnesses 3.00
\$11.00

This Deed made this 25th day of November 1878
by and between S. S. Sargener of the county
of Lee and State of Virginia, of the one part,
and Aaron R. Anderson of the county and
State aforesaid of the other part, Witnesseth
that for and in consideration of the sum
one dollar cash in hand paid the receipt
of which is hereby acknowledged, as
well as the further consideration
hereinafter mentioned the said S. S. Sargener
or has this day bargained, sold and
conveyed and by these presents doth
bargain sell grant and convey his
entire right title interest and claim,
both legal and equitable in and to a
certain tract or parcel of land situated
lying and being in Lee County Virginia, and
is the same tract or parcel of land purchased
by said S. S. Sargener from P. H. Levisay
Containing by estimation one hundred
and twenty five acres, be the same
more or less, and bounded as follows
to wit:— Beginning on a peach tree, a
conditional corner between the said S.
S. Sargener and P. H. Levisay then then
down Blk water creek and crossing
the same to a Sugar tree on a bluff
corner to the lands of Fielding Testament
then over the bluff to a Red Elm.

on the bank of the creek, thence crossing
the creek northwardly to the top of a leading
ridge, thence westwardly with the high ground
to a conditional corner between P. H. & J. H.
Livesay thence with said conditional line
southwardly to a cedar on the bank of the
creek, thence down the creek to Andrew
Levaday's old line, thence westwardly to
the wagon road, thence down the wagon
road to a conditional line made by Ely
Anderson and A. R. Anderson, thence
southwardly with the conditional line
to a peach tree, the Beginning, to have
and hold said tract or parcel of land
to him the said A. R. Anderson and
his heirs forever In trust nevertheless
for the following purposes and none other
to wit: to secure first unto P. H. Livesay
the balance of the purchase price of said
tract or parcel of land which is about
the sum of three hundred dollars, eviden-
ced and secured by note to secure to
A. R. Surgeon the sum of Eleven hun-
dred dollars, with interest thereon
from 1st January 1876. Money borrowed
by me from him and paid by me
to said P. H. Livesay as a part of the
purchase price of said tract of land

also to the securities of Wm W. Sage late
sheriff Lee County, the sum of one hun-
dred dollars to pay off and satisfy
my part of certain notes given and
executed by said securities to Morrison
Duncan and Lane & Richmond Attorneys
for said securities in the several matters
pertaining to the said Sages. Sheriffally,
and to Luther Testament the sum of one
hundred dollars evidenced by notes
one half of which note is owing and
payable by A. R. Anderson Now if the
said J. S. Surgenor shall well and faith-
fully pay off and discharge said aforesaid
debts and the interest thereon on or before the
1st day of January 1880, then this deed
shall be void, but should he fail to pay off
and discharge said debts, on or before said
first day of January 1880, then it shall
be lawful for said Trustee to sell said
lands on the premises for cash in hand,
or enough thereof to pay off and discharge
said debts, or such of them as shall then
remain unpaid and of the money so raised
by him from said sale he shall first
pay off the remainder of the purchase
price of said land still remaining unpaid,
and then pay off and discharge the

other debts hereby secured and the residue
in his hands he shall pay over to said Surgen-
er, But before proceeding to sell, he will ad-
vertise the time place and terms of sale
for at least 30 days by posting written
notice thereof at least at three public
places in said county, And the said
Surgener covenants to and with the
said Anderson trustee that he is the
equitable owner of said tract of land
after the purchase money herein named shall
have been paid which equitable title he
binds himself here to warrant and
defend, Witness the following signatures
and seals This the day and date first
above written,

S. S. Surgener *Seal*
A. R. Anderson *Seal*

Virginia Lee County Court Clerk's office the 2^d
day of Dec 1878. The foregoing trust deed
from S. S. Surgener of the one part to
A. R. Anderson trustee of the other part,
was on the 25th day of Nov. 1878 acknowledged
before me by the said Surgener, and on this
day by the said Anderson to be their act
and deed for the purposes therein named
and said deed is admitted to record.

Teste James W. Orr, Clerk.

Virginia Lee County to wit.

I, John R. Gibson clerk of Lee County Court in the State aforesaid do certify that A. R. Surgenor the beneficiary in this deed of Trust this day personally appeared before me in my county and acknowledged that said Trust deed had been fully satisfied. Given under my hand this the 26th day of March 1884..

John R. Gibson clerk
of Lee County Court.

A copy of the Records

Teste John R. Gibson clerk.

A. R. Anderson Trust
3rd copy of
Trust Deed Trust Co.

S. S. Surgenor
Deed Book No 18 P. 360

Filed as Evidence
for the Deft in the
Chcy cause of S. S.
Surgenor vs James
W. Orr Adm'r
March 28th 1887.

J. A. Stogdole

Fee for this copy 1.00

This note is given, to vacate the decree
in the Chancery, assigned M. C. Ly for Hagar & Co.
Mrs W. Sedge witness. (L & H.)

By the first day of January next we jointly
and severally bind ourselves heirs &c to
pay Lane & Richmond, seventy five dollar
value received and as to this obligation
we waive the benefit of our homestead ex-
emption. Witness our hands and seals
this 21st day of June 1877.

Charles W. Hill *Seal* A. R. Anderson *Seal*
James F. Jones *Seal* Dickinson ^{his} *Seal*
Irvin P. Mullen *Seal* John A. Moore *Seal*

James W. H. *Seal* A. R. Anderson *Seal*

S. S. Luginier *Seal*

D. T. Loring *Seal*

1878.

Sept 9 By 7 Bar wheat of A. R. Anderson ^{65¢} \$4.55
 " 9 By 5 Bar of S. A. Leary ^{65¢} at 65¢ 3.25
 " 9 By 7 Bar of S. S. Surgeon ^{at 65¢} 4.55

Sept 35

1879.
 Sept 24 By 24 Bar wheat of A. R. Anderson ^{74¢} \$18.00

1882.
 By cash of C. W. Hill \$5.00

Sept 4 By cash of Mr. P. Miller by Col. Prichard - 10.00

" " By cash of Dickinson Gobbler - 5.00

" " A. R. Surgeon by S. S. Surgeon - 4.00

" " S. A. Leary - 5.00

ad. R. C. Leary & Son
 to R. C. Leary \$75.00
 Lane & Richmond
 Due Aug 1st 1878.

Bal due after 1st instal
 Sept 4th 1882. - \$28.14
 C. L.

Virginia

At a Circuit Court continued and
held for Lee County at &c March 27th 1884.

A. R. Surgenor

Plff

vs

W. W. Lagolati Sheriff et al

Defts

In Chancery

That A. R. Surgenor
recover of S. S. Surgenor \$658.92
with legal interest from the 14th
day of June 1881, till paid # #

A copy from Chancery
order Book page 373.

Lest J. A. Syatt c.c.

I certify that S. S. Surgenor has
been given, as appears from State-
ments and reports, of Court Morgan
& Arr in the above styled cause filed

1881	March - 1884, Credits as follows	
June 13	on Bonds Nos 4 & 5 jointly	\$77.66
"	Bonds " 4, 5 & 6 "	19.55
"	Bond No 5 - - -	150.59
"	" " 6 - - -	149.85

Total - - - \$397.65

Lest J. A. Syatt c.c.

S. S. Surgeon

20 $\frac{1}{2}$ Copy of dict
3 $\frac{1}{2}$ + c

James W. Orr Adam

Fee for Copies 40^c

Know all men by these presents that we
S. S. Surgenor and A. R. Anderson are
held and firmly bound unto the
Commonwealth of Virginia, in the just
and full sum of \$ Fifteen hundred
Dollars for the payment whereof
well and truly to be made to the said
Commonwealth we bind ourselves
heirs &c jointly and severally, firmly
by these presents and we hereby waive
the benefit of our homestead exemptions
as to this bond, witness our hands and
seals this the 29th day of March 1886.

The condition of the above obligation
is such that whereas said S. S. Surgenor
has obtained from the Judge of the cir-
cuit court of Lee County an injunction,
restraining enjoining & inhibiting James
W. Orr Admr. &c from collecting the sum of
\$658.92 in the bill mentioned until the future
order of the court upon the condition
that the said S. S. Surgenor Plff. shall
enter into & acknowledge before the clerk
of our said court a bond in the penalty
of Fifteen hundred Dollars (conditional)
according to law. Now therefore if the
above bound S. S. Surgenor shall abide
the future orders of the court in the
said cause, in case the said Injunction

he hereafter dissolved, and also pay
all costs and damages as may be
awarded against him, by reason
of said Injunction, or sustained by
the defendants or either of them by
reason thereof, then this obligation to
be void otherwise to remain in full
force and virtue

S. S. Snodgrass *seal*
A. R. Anderson *seal*

S. S. Snodgrass
vs
Bond

James W. Crivens

Filed May 1886

J. A. Hyatt

New bond
taken

Know all men by these presents
that we S. S. Surgenner, Sanders
H. Levaey & John M. Tate.
are held and firmly bound unto
the Commonwealth of Virginia in
the just and full sum of Fifteen Hun-
dred Dollars, for the prompt pay-
ment thereof well & truly to be
made unto the said Commonwealth
we each bind ourselves heirs &c
and we as to this bond waive our
homestead Exemptions in Testimony
hands and seals this 20th April 1886.

The conditions of the above
obligation is such that whereas
the above bound S. S. Surgenner
has obtained from the Circuit Court
of Lee County an injunction, enjoining
& inhibiting, Jas. H. Orr Administrator of A.
R. Surgenner dead from collecting
a Decree of \$658.92 with interest from
14th June 1881, in the bill mentioned.

Now therefore should the above
bound parties pay said Decree
& interest, and such damages

as may be sustained by the
said J. W. Ordoun &c as aforesaid
~~by~~ reason of this action, should
the same hereafter dissolved, and
in all things abide the future
orders of the Court, then this
obligation to be void otherwise
to remain in full force.

S. S. Lumsden
S. H. Lumsden
Jno. M. Lutz

S. S. Lumsden

Bond

Jas. W. Ordoun &c

Filed 26th / 1886.

J. A. S. H. H. H. H.